

ORIGINAL COUNTERPART
NO. 1

SUPPLEMENTAL AGREEMENT

Dated as of March 1, 1980

Supplementing

CONDITIONAL SALE AGREEMENT

Dated as of April 1, 1971

Between

GENERAL ELECTRIC COMPANY

and

NORFOLK AND WESTERN RAILWAY COMPANY

RECORDATION NO. 6133-B Filed 1425

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INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

AGREEMENT, dated as of March 1, 1980, between NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation (the "Railroad"), and FIRST PENNSYLVANIA BANK N.A. (formerly The First Pennsylvania Banking and Trust Company), a corporation existing under the laws of the United States (the "Agent"), acting as agent under an Agency Agreement dated as of April 1, 1971 (the "Agency Agreement"), among the Agent, the Railroad and the investors named in Schedule A thereto.

R E C I T A L S

General Electric Company, a New York corporation (the "Manufacturer"), and the Railroad are parties to a Conditional Sale Agreement dated as of April 1, 1971 (the "Conditional Sale Agreement"), providing for the construction, sale and delivery by the Manufacturer to the Railroad of the railroad equipment described therein (the "Equipment").

Pursuant to an Agreement and Assignment dated as of April 1, 1971 (the "Agreement and Assignment"), the Manufacturer assigned to the Agent certain rights in and to the Conditional Sale Agreement.

Under the provisions of the Conditional Sale Agreement, any of the Equipment that may become worn out, unsuitable for use, lost or destroyed ("Casualty Equipment") may be replaced by the Railroad, at its own cost and expense, with standard-gauge railroad equipment (other than work or passenger equipment) of equal value, which shall have been first put into operation after the date of the Conditional Sale Agreement ("Replacement Equipment").

The Railroad has heretofore certified to the Agent that certain units of the Equipment have become Casualty Equipment, and the Railroad and the Agent wish to supplement the Conditional Sale Agreement by including thereunder the new standard-gauge railroad equipment described on the attached Exhibit A, which will be delivered to the Railroad and first put into service during the year of 1980 at the Railroad's sole cost and expense in accordance with provisions of the Conditional Sale Agreement requiring the Railroad to replace Casualty Equipment.

* * * * *

NOW, THEREFORE, in consideration of the foregoing, the Railroad and the Agent agree as follows:

Section 1: Schedule B to the Conditional Sale Agreement is hereby amended to include therein the units of Replacement Equipment described on Exhibit A hereto.

Section 2: The Railroad shall cause this Supplemental Agreement to be filed and recorded in the same manner as the Conditional Sale Agreement.

Section 3: The provisions of this Supplemental Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Virginia; provided, however, that the Company and the Agent shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act (49 U.S.C. § 11303) and any additional rights arising out of the filing, recording or deposit of this Supplemental Agreement.

Section 4: In accordance with Article 6 of the Conditional Sale Agreement, the Agent hereby designates the following legend as the appropriate words to be plainly, distinctly, permanently and conspicuously marked in stencil on each side of each unit of the Replacement Equipment described on Exhibit A hereto in letters not less than one inch in height:

OWNED BY A BANK OR TRUST COMPANY UNDER A
SECURITY AGREEMENT FILED UNDER INTERSTATE
COMMERCE ACT, SECTION 20c.

Section 5: Except as herein provided, the units of Replacement Equipment described on Exhibit A hereto shall be subject to all of the terms and conditions set forth in the Conditional Sale Agreement as fully as if said terms and conditions were set forth in this Supplemental Agreement, and the Conditional Sale Agreement shall be deemed to be supplemented so as to include the units of Replacement Equipment described on Exhibit A hereto from and after the date hereof. Except as modified by this Supplemental Agreement, all terms, covenants and provisions of the Conditional Sale Agreement shall continue in full force and effect.

Section 6: This Supplemental Agreement, which is dated for convenience as of March 1, 1980, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, the Railroad and the Agent have caused this instrument to be signed by their proper officers and their respective corporate seals to be hereunto affixed

and duly attested, as of the day and year first above written.

NORFOLK AND WESTERN RAILWAY COMPANY

By *John R. Jumper*
Vice President-Finance

ATTEST:

J. E. Middleton
Secretary

FIRST PENNSYLVANIA BANK N.A., as Agent

By *P. M. Giuliano*
Vice President
P. M. GIULIANO
SENIOR CORPORATE TRUST OFFICER
& ASSISTANT SECRETARY

ATTEST:

T. A. O'Connell
Assistant Secretary
T. A. O'CONNELL
CORPORATE TRUST OFFICER
& ASSISTANT SECRETARY

COMMONWEALTH OF VIRGINIA)
) ss:
 CITY OF ROANOKE)

On this 21st day of March, 1980, before me personally appeared J. R. Turbyfill, to me personally known, who, being by me duly sworn, says that he is Vice President-Finance of Norfolk and Western Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

My commission expires
 April 8, 1983

Jeannie B. Davis
 Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) ss:
 COUNTY OF PHILADELPHIA)

On this 11th day of March, 1980, before me personally appeared Mr. Turbyfill, to me personally known, who, being by me duly sworn, says that he is a Vice Pres. Corp. ~~President~~ of First Pennsylvania Bank N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

TR. OFFICER

James M. Homan
 Notary Public

NOTARY PUBLIC
 My Commission Expires May 3, 1982

EXHIBIT A

<u>Type</u>	<u>Manufacturer</u>	<u>Quantity</u>	<u>Railroad's Road Numbers (both inclusive)</u>
100 ton, 3000 cu.ft. Covered Hopper Cars	Portec, Inc.	25	180000-180024

Estimated
Unit Base
Price

\$43,000

Estimated
Total Base
Price

\$1,075,000

Delivery

At Decatur, Illinois
in 1980